

Arizona Corporation Commission

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July 16, 1996

Docket Control Center
ARIZONA CORPORATION COMMISSION
1200 W. Washington Street
Phoenix, Arizona 85007

U-3253-96-464

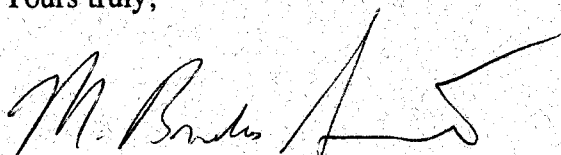
Re: Application of US South Communications, Inc. d/b/a US South and d/b/a INCOMM for a Certificate of Public Convenience and Necessity

Dear Sir:

For commission use we've enclosed an original and ten (10) copies of the Application of US South Communications, Inc. d/b/a US South and d/b/a INCOMM ("USS") for a Certificate of Public Convenience and Necessity. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it to me in the envelope provided.

Any questions regarding this Application should be directed to Bobbi Ferguson, Sr. Consultant, Visiology, Inc., Visiology, Inc., 4960 Mountain View Parkway, Birmingham, Alabama 35244, who may be reached by telephone at (205) 980-8549. Any questions regarding the ongoing operations of USS should be directed to Norman Conway, Manager, Long Distance Sales, US South Communications, Inc. d/b/a US South and d/b/a INCOMM, 200 Galleria Parkway, Suite 330, Atlanta, GA 30339, who may be reached by telephone at (770) 953-1520.

Yours truly,



Brooks Smith
President

Attachments

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Competitive Intrastate Telecommunications as a Reseller

Main original plus 10 copies of completed application to:

Docket Control Center
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007

If you have current applications pending in Arizona for provision of reseller, AOS, or other telecommunication services, Please identify:

Type of Service: _____

Docket No.: _____ Date: _____

Type of Service: _____

Docket No.: _____ Date: _____

For Docket Control Only:
(Place Stamp Here)

Arizona Corporation Commission
DOCKETED

AUG 26 1996

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Docket No. U-3253-96-764

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number of the applicant (company):

US South Communications, Inc. d/b/a US South and d/b/a INCOMM
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
(404) 953-1520

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:

US South Communications, Inc. d/b/a US South and d/b/a INCOMM
None

(A-3) The name, address, telephone number, and facsimile number of the management contact:

Norman Conway, Manager, Long Distance Sales
US South Communications, Inc. d/b/a US South and d/b/a INCOMM
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
(404) 953-1520
(404) 953-1510 FAX

Application and Petition for Competitive Reseller CC&N

(A-4) The name, address, and telephone of the attorney, if any, representing the applicant:

Applicant's regulatory consultant is:
Bobbi Ferguson
Visiology, Inc.
4960 Mountain View Parkway
Birmingham, Alabama 35244
(205) 980-8526

(A-5) What type of legal entity is the applicant?

- ☐ Sole proprietorship
- ☐ Partnership: ___limited, ___general, ___Arizona, ___Foreign
- ☐ Limited liability company
- ☐ Corporation: ___"S", ___"C", ___non-profit, ___Arizona, ___Foreign
- ☐ Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

See Attachment A.

- (A-7) 1. Is your company currently reselling telecommunication service in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona. No
2. If the answer to 1. is "yes", identify the types of telecommunication services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data are available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.

3. If the answer to 1. is "no", when does your company plan to begin reselling service in Arizona?
- Immediately upon receiving a CC&N. Applicant will not provide operator services. Applicant will resell inbound and outbound long distance services, calling card services, debit card services, and directory assistance service.

Application and Petition for Competitive Reseller CC&N

- (A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of service(s) by your company. ✓

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "Illustrative Tariff/Price List Example" attached. Note; Price list rate changes that result in rates that are lower the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for the procedures to make price list changes that result in rates that are higher than the tariff rate.

- (A-9) The geographic market to be served is: ✓

statewide.

☐ other, describe and provide a map depicting the area.

- (A-10) List the states in which you currently resell services similar to those you intend to provide in Arizona. ✓

Alabama, Connecticut, Florida, Georgia, Louisiana, Maryland, Massachusetts, Mississippi, New Jersey, New York, Pennsylvania, Tennessee, and South Carolina.

- (A-11) Provide the name, address, and telephone number of the company's complaint contact person. /

Norman Conway, Manager, Long Distance Sales
US South Communications, Inc. d/b/a US South and d/b/a INCOMM
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
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- (A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the commission's decision modifying or denying your application for authority to provide telecommunications services.

None. /

- (A-13) Has the company been granted authority to provide telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the state regulatory commission's decision revoking its authority. /

No

Application and Petition for Competitive Reseller CC&N

- (A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any state or federal regulatory commission? If "yes", in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of commission orders that have resolved any of these complaints.

No.

- (A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated?

No.

- (A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No.

B. Technical Information

- (B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section.

Include "Attachment C." Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are being used to complete the applicant's intrastate traffic).

See Attachment C.1 and C.2.

- (B-2) Will you customers be able to access alternative toll service providers or resellers via 1+ or 10XXX access, if your system becomes non-operational?

Customers that utilize switched access to reach the long distance network may utilize 10XXX if the underlying carrier's network becomes non-operational. Customers with dedicated access services must utilize switched access lines to place 10XXX calls.


C. Financial Information

- (C-1) Include "Attachment D." Attachment D should provide copies of the following audited financial information for the most recent two years for all Arizona operations. Check boxes indicating items attached.

- ☐ current intrastate balance sheet
- ☐ current intrastate income statement
- ☐ current intrastate cash flow statement
- other financial information evidencing financial resources.

Application and Petition for Competitive Reseller CC&N

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and State agency approvals have been obtained. Upon signing this application, I attest that I have read the Commission's rules and regulations related to the regulation of telecommunications services and that the company will abide by Arizona State law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules and regulations apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

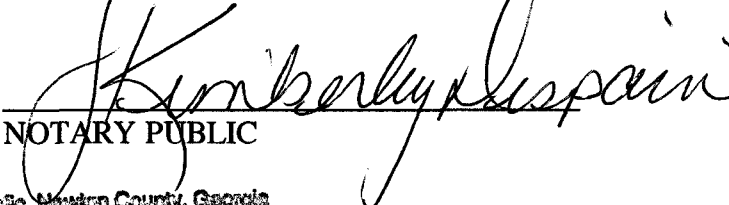

(Signature of Authorized Representative)

7/24/96
(Date)

Brooks Smith
(Printed Name of Authorized Representative)

President
(Title)

SUBSCRIBED AND SWORN to before me this 24th day of July, 19 96


NOTARY PUBLIC

Notary Public, Newton County, Georgia
My Commission Expires November 17, 1998

My Commission Expires _____

ATTACHMENT A
OFFICERS, DIRECTORS AND SHAREHOLDERS

Brooks Smith is the sole stockholder.

US South Communications, Inc. Officers and Directors	
Name / Title	Address
Brooks Smith, President/CEO, Director, Shareholder	200 Galleria Parkway, Suite 330 Atlanta, GA 30339
Dave Wilkie, V.P., Director	
Brenda Agee, Secretary, Director	

ATTACHMENT B

PROPOSED TARIFF & PRICE LIST

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
Issued: July 16, 1996

A.C.C. Tariff No. 1
Page 1, Original

Effective:

INTEREXCHANGE SERVICES TARIFF

US SOUTH COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR

RESALE OF COMPETITIVE INTRASTATE

TELECOMMUNICATION SERVICES

WITHIN THE STATE OF ARIZONA

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
Issued: July 16, 1996

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Page 2, Original

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INTEREXCHANGE SERVICES TARIFF

CHECK PAGE

All the pages of this Tariff are effective as of the date shown at the top of the respective page(s).
Original and revised pages as named below comprise all changes from the original Tariff.

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*New or Revised Pages

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d/b/a US South and d/b/a INCOMM
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INTEREXCHANGE SERVICES TARIFF

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d/b/a US South and d/b/a INCOMM
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INTEREXCHANGE SERVICES TARIFF

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d/b/a US South and d/b/a INCOMM
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INTEREXCHANGE SERVICES TARIFF

CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- R - To signify reduction
- I - To signify increase
- T - To signify a change in text or regulation but no change in rate
- M - To signify matter relocated without change
- N - To signify new rate or regulation
- D - To signify discontinued rate or regulation

US South Communications, Inc.
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INTEREXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1 (A)
 - 2.1.1 (A).1
 - 2.1.1 (A).1.a
- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

A.C.C.: A.C.C. stands for Arizona Corporation Commission.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data Calls.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

ANI: ANI is an acronym for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to a Service.

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Call: A Call is a completed connection between the Calling Station and Called Station.

Called Station: The Called Station is the station (e.g. telephone number) called, or the terminating point of a Call.

Calling Station: The Calling Station is the station (e.g. telephone number) from which a Call originates.

CAP: CAP is an acronym for Competitive Access Provider, which is any provider of Local Access Service other than the Local Exchange Carrier.

Channel or Circuit: A Channel or Circuit is a dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company: Company refers to US South Communications, Inc. d/b/a US South and d/b/a INCOMM.

Commission: Commission refers to the Arizona Corporation Commission.

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Dedicated Access: Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the POP of the DUC selected by the Company's for origination and/or termination of Calls. This is also referred to as "special access."

DUC: DUC is an acronym for "Designated Underlying Carrier."

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access Service that is subject to carrier common line charges.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed or additional Service.

IXC: IXC stands for "Interexchange Carrier."

LATA: LATA stands for "Local Access Transport Area," which is a geographic area established for the provision and administration of communications Service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier which is the serving telephone company providing local Services to subscribers.

Local Access: Local Access is the Service between a Customer's Premises and the designated POP of the DUC selected by the Company.

Local Access Provider: Local Access Provider is the entity providing Local Access.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D. C. 1982).

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NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

NPA Centroid: NPA Centroid is the rating center which maybe to calculate mileage for inbound 800 Calls and travel card Calls.

PBX: PBX stands for "Private Branch Exchange".

PIC: PIC stands for "Primary IXC".

PLAN C: Services provisioned on DUC 3.

PLAN L: Services provisioned on DUC 1.

PLAN S: Services provisioned on DUC 2.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Reseller: Reseller denotes a Customer which resells the Company's Service(s).

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, non-occupational, or non-professional purpose.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

Route Diversity: Route Diversity is providing two Channels which are furnished partially or entirely over two physically separate routes.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

State: State refers to State of Arizona.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

V&H: V&H stands for "Vertical and Horizontal".

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to the intrastate telecommunications Services contained herein originating and terminating within Arizona under the terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff.

2.2 Limitations Of Services

2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff.

2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.

2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.

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2.2 Limitations of Services (Con't)

2.2.7 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

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2.2 Limitations of Services (Con't)

- 2.2.8** The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.9** Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein.
- 2.2.10** The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.

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2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate Service without liability include:

- (A) For non-payment of any sum owing to the Company in accordance with Paragraph 2.12.2; or
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (C) For any violation by a Customer related to the request for such Service of either the provisions of this Tariff, including but not limited to a request for deposit, or any laws, rules, regulations, or policies; or
- (D) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service; or
- (E) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services; or

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2.3 Liabilities of the Company (Con't)

2.3.1 (Con't)

- (F) Failure to meet the Company's credit extension policy; or
- (G) The Company is selling, transferring, or ending the business; or
- (H) Customer is using the Service for any other purposes than that described in this Tariff; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) If the Customer provides false information to the Company regarding the Customer's identity, after failure of the Customer to comply with a request by the Company for reasonable security for the payment of Service; or
- (K) In the event of emergency or threatened or actual disruption of Service to other Customers; or

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2.3 Liabilities of The Company (Con't)

2.3.1 (Con't)

- (L) If the Customer's use or misuse of the long distance network is for any unlawful or criminal purpose; or
- (M) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (N) If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication Services, or its planned use of Service(s).

In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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2.3 Liabilities of The Company (Con't)

2.3.2 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire, flood, or other catastrophes; or
- Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or

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2.3 Liabilities of The Company (Con't)

2.3.2 (Con't)

- Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.3 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

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2.3 Liabilities of The Company (Con't)

- 2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.
- 2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.
- 2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Company's Service(s).

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2.3 Liabilities of The Company (Con't)

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- Use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for Service; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service by rearranging, tampering with, or making connection with any Service components of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such Service; or
- Use of the Service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- Use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers.

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2.3 Liabilities of The Company (Con't)

- 2.3.9 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.
- 2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

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2.3 Liabilities of The Company (Con't)

2.3.11 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or;
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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2.3 Liabilities of The Company (Con't)

2.3.11 (Con't)

- (H) All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the Installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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2.3 Liabilities of The Company (Con't)

- 2.3.12 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.
- 2.3.13 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

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2.3 Liabilities of The Company (Con't)

2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.15 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

2.3.16 The Company is not liable for:

(A) Damages caused by the negligence or willful misconduct of the Customer;
or

(B) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control; or

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2.3 Liabilities of The Company (Con't)

2.3.16 (Con't)

- (C) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings; or
- (D) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff; or
- (E) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (F) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current; or

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2.3 Liabilities of The Company (Con't)

2.3.16 (Con't)

- (G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of 800 Service, this also applies to third parties who dial the Customer's 800 number by mistake.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

- 2.3.17 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.
- 2.3.18 With respect to Prepaid Calling Card Services, the company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the Services.

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2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

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2.4 Use of Service (Con't)

2.4.2 (Con't)

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company Services will be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

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2.4 Use of Service (Con't)

2.4.4 Service furnished by the Company will not be used for:

- (A) Any unlawful or fraudulent purposes as defined herein; or
- (B) Any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Service(s). However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.5 A Customer of 800 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of 800 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

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2.4 Use of Service (Con't)

- 2.4.7 The Company reserves the right to require Customer(s) requesting 800 Service will supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Dedicated Access Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Customer the Local Access charges.
- 2.4.9 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via the Service(s) contained herein; and
- Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via Service(s); and
- Violation(s) by the Customer of the right to privacy; and
- Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; and
- All lost or stolen travel cards; and
- Any other rights whatsoever relating to or arising from message content or the transmission thereof; and
- All other claims arising out of any act or omission of the Customer in connection with any Service(s) set forth herein.

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2.5 Obligations of the Customer (Con't)

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company

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2.5.3 (Con't)

for the Call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

2.5.6 The Customer is responsible for payment for all long distance Calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

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2.5 Obligations of the Customer (Con't)

- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.9 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.5 Obligations of the Customer (Con't)

2.5.10 For a Customer subscribing to Switched Service(s) set forth herein utilizing Dedicated Access to be exempted from the monthly special access surcharge, the Customer must provide the Company an executed Exemption Certificate. The Customer may only be exempted from the monthly special access surcharge if the Customer's facility:

- terminates on a device incapable of connecting the network of the DUC selected by the Company with the local exchange network; or
- is associated with a Switched Access Service that is subject to carrier common line charges; or
- constitutes a private line facility used for telex service or radio or television transmissions.

2.5.11 If the Customer resells Service(s) set forth herein, the Customer assumes sole responsibility to provide all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes. Customers reselling the Customer's Services must have the appropriate certification in all areas where Service is provided. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

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2.5 Obligations of the Customer (Con't)

2.5.12 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXC; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

2.5.13 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from the Company's Service(s).

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2.5 Obligations of the Customer (Con't)

2.5.14 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

2.5.15 In addition to the other provisions in this Tariff, Customers reselling Service will be responsible for securing and maintaining all necessary state certifications and tariffs or price lists and F.C.C. tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the various state regulatory agencies. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

2.6 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the F.C.C.

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2.7 Interruption of Service

2.7.1 General

It will be the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.7.2 All Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the Call interrupted, subject to the limitation of liability provision set forth in Section 2.3 preceding.

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2.8 Customer Service

2.8.1 General

Customer Service may be contacted in writing at 200 Galleria Parkway, Suite 330, Atlanta, GA 30339. Customers may also contact Customer Service by dialing a toll free number. The Company offers its Customers several toll free 800 numbers depending on the Customer's need. Service representatives are available to assist with Customers inquiries from 7:00 AM to 6:00 PM (Pacific time), Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to an answering service. If the call is not an emergency, a return call will be made the next business day. If the call is a Service emergency, a customer service representative is paged to contact the Customer. The toll free number is listed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Paragraph 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Paragraph 2.8.1 above.

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2.9 Obtaining Service

2.9.1 Application for Service

To obtain Service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

2.9.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order or Customer's deposit. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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2.9 Obtaining Service (Con't)

2.9.3 Deposits

(A) General

Any Applicant whose credit has not otherwise been duly established as provided in Section 2.9.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of Service or basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

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2.9 Obtaining Service (Con't)

2.9.3 Deposits (Con't)

(C) Interest on Deposits

The Company will pay interest on deposits pursuant to the rules and regulations of the Commission.

(D) Return of Deposit

A deposit will be returned:

- when an application for Service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned.
- at the end of one year of satisfactory credit history.
- upon discontinuance of Service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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2.10 Rendering and Payment of Bill

2.10.1 General

Bills are sent to the Customer's billing address as shown on their account. Payment in full is due upon receipt but no later than the due date stated on the bill. Payments will be made directly to the address indicated on the bill. Failure to remit payment by the due date will result in a late charge.

2.10.2 Billing Period

The billing period is a month. The Company uses cycle billing. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.10.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the due date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

2.10.4 Billing Disputes

Billing disputes are handled by the Company's Customer Service organization. See Paragraph 2.8.

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2.10 Rendering and Payment of Bill (Con't)

2.10.5 Rendering Bill

Bills will be sent to the current billing address no later than forty five (45) days following the close of billing.

2.11 Cancellation of Service By Customer

2.11.1 General

A Customer may only cancel Services by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.8.1. Upon receipt of the written notice, the Company places an order with the DUC to cancel Service. Depending on the new IXC selected by the Customer, the DUC may have to advise the LEC to cancel Service.

2.11.2 Customers With Switched Access

Cancellation of Service(s) will be effective when the LEC changes the PIC code, or when the DUC or CAP cancels the Services, as authorized by the Customer.

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2.11 Cancellation of Service By Customer (Con't)

2.11.3 Customer With Dedicated Access

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

2.12 Termination of Service By Company

2.12.1 Notice of Service Termination

If payment is not received by the time the next months' bill is sent to the Customer, the bill will include a termination notice. Every effort will be made to provide a Customer five (5) days' written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability.

2.12.2 Non-Payment

If payment is not received within thirty (30) days from the billing date, a termination notice is sent to the Customer. Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

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2.12 Termination of Service By Company (Con't)

2.12.3 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

2.13 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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2.13 Taxes (Con't)

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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2.14 Transfer or Assignment

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met.

- 2.14.1 The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- 2.14.2 Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- 2.14.3 New Customer's (assignee Customer) credit is approved by the Company; and
- 2.14.4 The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- 2.14.5 Any permitted assignment or transfer of Company' Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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2.15 Timing of Calls

Calls are timed and measured by the DUC whose Services are resold by the Company in accordance with its own Tariff as filed with the Commission.

2.16 Rate Period

Different rates may be applicable to an intrastate Call at a different time of the day and on certain days of the week as specified in the appropriate rate schedule for that Call. All times shown are local time at the Calling Station in case of an outbound Call and at the Called Station in case of an inbound Call.

Rate Period	Times Applicable		Days Applicable
	From	To But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

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2.17 Rounding

Calls are billed in various increments depending on the Service subscribed to by the Customer. Each Service has its own specific minimum connect time. For all Services, fractions of an increment are rounded up to the next highest increment.

Usage charges apply to all completed Calls. The usage charges for each completed Call during a billing month will be computed. If the total charge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

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2.18 Determining Rate In Effect

2.18.1 General

For outbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the Calling Station determines the rate in effect. For inbound Services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the Called Station determines the rate in effect.

2.18.2 Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the Call that occurred during that rate period.

2.18.3 Calls Originating Via Dedicated Access

When a unit of time is split between two rate periods, the rate is based on the rate period in which it began.

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2.19 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Some of this Tariff anticipates the use of such facilities for special (dedicated) originating access service. Such service or facilities are provided under the terms, rates, and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Services set forth herein. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.20 Application of Rates and Charges

Rates and charges specified for services offered under this Tariff are maximums. Any change to a rate or charge at or below the maximum level shall not be construed as an application to increase rates. The rates and charges applicable at any given time are covered in a price list furnished to the Commission by the Company.

Not less than fourteen (14) days prior to the effective date of any changes in the rates and charges, the Company will furnish the Commission a new price list reflecting the changed rates and charges. New Tariff pages would be filed with the Commission for approval only when increasing maximum levels.

3.1 Outbound Services

3.1.1 General

All outbound Service(s) are interstate offerings with the Customer having the option of using the Service(s) to place intrastate calls. Intrastate outbound Service(s) are only available if the Customer subscribes to the Company's comparable interstate Service(s) offering. All Switched Access outbound Service(s) are available only in equal access serving area. All Dedicated Access outbound Service(s) are available statewide. All outbound Service(s) may be provisioned by the DUC.

3.1.2 Switched Access Service

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SECTION 3 - DESCRIPTION OF SERVICES

(A) Outbound Switched

Outbound Switched is an outbound customized telecommunications service designed to provide service for single or multi-location companies via a variety of switched access arrangements on either the originating or terminating ends. All calls are billed in 6 second increments subject to a minimum connect time of 18 seconds. All calls are rounded to the next highest 6 second increment.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services (Con't)

3.1.3 Dedicated Access Services

(A) Outbound Dedicated

Outbound Dedicated is an outbound customized telecommunications service designed for single or multi-location companies utilizing Dedicated Access between the Customer's location(s) and the long distance network. Calls are billed in 6 second increments with all calls rounded to the next highest 6 seconds.

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3.2 Inbound Services

3.2.1 General

The Company's inbound Service(s) permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service(s) is gained by dialing a ten digit telephone number, (800) NXX-XXXX, which terminates at the Customer's requested location. All inbound Service(s) are interstate offerings with the Customer having the option of using the Service(s) to receive intrastate calls. Intrastate inbound Service(s) is only available if the Customer subscribes to one of the Company's comparable interstate inbound Service offerings.

3.2.3 Switched Access Services

(A) Switched 800

Switched 800 is an inward WATS Service available only to subscribers of the interstate companion 800 service which permits Calls to a Customer's premises in one location from diverse geographical locations utilizing access lines at the Customer's premises. The Switched 800 Customer, rather than the calling party, is billed for each Call. Call duration (usage) is expressed in 6-second increments and subject to a minimum connect time of 18 seconds. All Calls are rounded to the next highest 6 seconds.

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3.2 Inbound Services (Con't)

3.2.4 Dedicated Access Services

(A) Dedicated 800

Dedicated 800 is an inward WATS Service which permits Calls to a Customer's premises in one location from diverse geographical locations utilizing dedicated special access between the Customer's premises and the long distance network. This service is only available to subscribers of the companion interstate service. The Dedicated 800 Customer, rather than the calling party, is billed for each Call. Call duration (usage) is expressed in 6-second increments and subject to a minimum average connect time of 6 seconds. All Calls are rounded to the next highest 6-second increment.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Calling Card Services

The US South and the Teleoffice Calling Cards allow the Customer or end user to bill a call to their primary service location when the caller is away from their established service location. Customers access the network from anywhere in the state by dialing a universal "800" number plus a calling card code and the called telephone number. Calling Card Services are available to Customers that subscribe to the Company's companion interstate Service. Calls are billed in 1 minute increments subject to a minimum connect time of 1 minute. All Calls are rounded to the next highest minute. The Teleoffice card offers enhanced features such as speed dial, message delivery, paging, conference calling, information services etc. In addition to the per minute usage rates, both cards have a fixed service fee per call as set forth in the Price List.

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SECTION 3 - DESCRIPTION OF SERVICES

3.4 Prepaid Calling Card Service

Prepaid Calling Card service allows customers to originate outbound dial 1 calls via Company provided 800 numbers. Intrastate service is only available as an adjunct to interstate/international service. Cards are available in various unit denominations inclusive of all taxes. One unit equals one minute or fraction thereof. Prepaid cards will be decremented by a specified number of units for each minute or fraction thereof and may be recharged as set forth in the Company's F.C.C. Tariff No. 1 which also sets forth service features, limitations, and discounts.

Calls to 700, 800, 900, and 950 numbers and Directory Assistance are not permitted with this Service. Calls may only be charged against the Prepaid Calling Card if there is a sufficient balance available to cover the cost of the call. Customers will be given notice at the beginning of the call regarding the remaining balance on the card and a warning three minutes before the available card balance is depleted. When the balance of available time is depleted the call will be terminated. Cards are non refundable and will expire on the date specified on the card or the carrier or package in which the card is included.

Cards that are inactive for a period exceeding twelve (12) months will be deactivated. Any remaining units that have been deactivated may be reactivated by calling Customer service within ninety (90) days to reclaim the credit. Upon request, a statement of account can be provided for each month up to ninety (90) days from the date of the request. Optional usage allocation allows the Customer to automatically recharge the card to a preset amount each month using a Visa, MasterCard, or other Company approved credit card.

3.5 Directory Assistance

3.5.1 General

Intrastate directory assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party for a Call which is outside of the calling party's area code but within the calling party's state. Calls for directory assistance within the calling party's area code are routed to and handled by the LEC. Customers with Dedicated Access must program their PBX to route directory assistance Calls over their Switched Access Lines.

3.5.2 Availability of Service(s)

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339
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SECTION 3 - DESCRIPTION OF SERVICES

Intrastate directory assistance is available if the Customer subscribes to any outbound Service(s).

3.5.3 Application of Charges

The directory assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
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Atlanta, GA 30339
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SECTION 3 - DESCRIPTION OF SERVICES

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Effective: _____

SECTION 4 - PLAN L MAXIMUM RATES AND CHARGES

4.1 Outbound Switched

4.1.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.7560	\$0.7560	\$0.7560

4.2 Outbound Dedicated

4.2.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.3720	\$0.3720	\$0.3720

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
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Atlanta, GA 30339
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Effective:

SECTION 4 - PLAN L MAXIMUM RATES AND CHARGES

4.3 800 Switched

4.3.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.7560	\$0.7560	\$0.7560

4.4 800 Dedicated

4.4.1 Usage Rates

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.3720	\$0.3720	\$0.3720

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
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Atlanta, GA 30339
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Effective:

SECTION 4 - PLAN L MAXIMUM RATES AND CHARGES

4.5 Calling Card Service

4.5.1 US South Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.76

(B) Service Fee per Call: \$1.20

4.5.2 Teleoffice Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$1.00

(B) Service Fee per Call: \$1.20

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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Effective:

SECTION 4 - PLAN L MAXIMUM RATES AND CHARGES

4.6 Directory Assistance

4.6.1 Directory Assistance, Charge Per Call: \$3.00

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d/b/a US South and d/b/a INCOMM
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Atlanta, GA 30339
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Effective:

SECTION 4 - PLAN L MAXIMUM RATES AND CHARGES

4.7 Prepaid Calling Card Services

4.7.1 Usage Rates

<u>No. Units</u>	Prepaid Card	Enhanced Prepaid Card
	<u>Price Per Unit</u>	<u>Price Per Unit</u>
10	\$2.00	\$2.00
25	\$1.60	\$1.60
60	\$1.32	\$1.60
90	\$1.32	\$1.60

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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SECTION 4 - PLAN L MAXIMUM RATES AND CHARGES

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SECTION 5 - PLAN S MAXIMUM RATES AND CHARGES

5.1 Outbound Switched

5.1.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.7560	\$0.7560	\$0.7560

5.2 Outbound Dedicated

5.2.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.3720	\$0.3720	\$0.3720

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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SECTION 5 - PLAN S MAXIMUM RATES AND CHARGES

5.3 800 Switched

5.3.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.7560	\$0.7560	\$0.7560

5.4 800 Dedicated

5.4.1 Usage Rates

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.3720	\$0.3720	\$0.3720

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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Effective:

SECTION 5 - PLAN S MAXIMUM RATES AND CHARGES

5.5 Calling Card Service

5.5.1 US South Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.76

(B) Service Fee per Call: \$1.20

5.5.2 Teleoffice Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$1.00

(B) Service Fee per Call: \$1.20

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d/b/a US South and d/b/a INCOMM
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SECTION 5 - PLAN S MAXIMUM RATES AND CHARGES

5.6 Directory Assistance

5.6.1 Directory Assistance, Charge Per Call: \$3.00

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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Effective:

SECTION 5 - PLAN S MAXIMUM RATES AND CHARGES

5.7 Prepaid Calling Card Services

5.7.1 Usage Rates

<u>No. Units</u>	<u>Prepaid Card</u>	<u>Enhanced Prepaid Card</u>
	<u>Price Per Unit</u>	<u>Price Per Unit</u>
10	\$2.00	\$2.00
25	\$1.60	\$1.60
60	\$1.32	\$1.60
90	\$1.32	\$1.60

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
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SECTION 6 - PLAN C MAXIMUM RATES AND CHARGES

6.1 Outbound Switched

6.1.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.6060	\$0.6060	\$0.6060

6.2 Outbound Dedicated

6.2.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.3720	\$0.3720	\$0.3720

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Effective:

SECTION 6 - PLAN C MAXIMUM RATES AND CHARGES

6.3 800 Switched

6.3.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.6060	\$0.6060	\$0.6060

6.4 800 Dedicated

6.4.1 Usage Rates

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.3720	\$0.3720	\$0.3720

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Effective:

SECTION 6 - PLAN C MAXIMUM RATES AND CHARGES

6.5 Calling Card Service

6.5.1 US South Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.76

(B) Service Fee per Call: \$1.20

6.5.2 Teleoffice Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$1.00

(B) Service Fee per Call: \$1.20

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SECTION 6 - PLAN C MAXIMUM RATES AND CHARGES

6.6 Directory Assistance

6.6.1 Directory Assistance, Charge Per Call: \$3.00

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SECTION 6 - PLAN C MAXIMUM RATES AND CHARGES

6.7 Prepaid Calling Card Services

6.7.1 Usage Rates

<u>No. Units</u>	<u>Prepaid Card</u>	<u>Enhanced Prepaid Card</u>
	<u>Price Per Unit</u>	<u>Price Per Unit</u>
10	\$2.00	\$2.00
25	\$1.60	\$1.60
60	\$1.32	\$1.60
90	\$1.32	\$1.60

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d/b/a US South and d/b/a INCOMM
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SECTION 6 - PLAN C MAXIMUM RATES AND CHARGES

7.1 Special Promotional Offerings

The Company may from time to time engage in special promotional offerings or trial Service offerings limited to certain dates, times, or locations designed to attract new subscribers or to increase subscriber awareness of a particular Tariff offering. Such offerings will be submitted to the Commission for approval prior to their effectiveness.

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Effective:

SECTION 1 - PLAN L RATES AND CHARGES

1.1 Outbound Switched

1.1.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.1830	\$0.1830	\$0.1830

1.2 Outbound Dedicated

1.2.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.0930	\$0.0930	\$0.0930

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SECTION 1 - PLAN L RATES AND CHARGES

1.3 800 Switched

1.3.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.1830	\$0.1830	\$0.1830

1.4 800 Dedicated

1.4.1 Usage Rates

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.0930	\$0.0930	\$0.0930

US South Communications, Inc.
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SECTION 1 - PLAN L RATES AND CHARGES

1.5 Calling Card Service

1.5.1 US South Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.19

(B) Service Fee per Call: \$0.30

1.5.2 Teleoffice Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.25

(B) Service Fee per Call: \$0.30

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SECTION 1 - PLAN L RATES AND CHARGES

1.6 Directory Assistance

1.6.1 Directory Assistance, Charge Per Call: \$0.60

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Effective:

SECTION 1 - PLAN L RATES AND CHARGES

1.7 Prepaid Calling Card Services

1.7.1 Usage Rates

<u>No. Units</u>	<u>Prepaid Card</u>	<u>Enhanced Prepaid Card</u>
	<u>Price Per Unit</u>	<u>Price Per Unit</u>
10	\$0.50	\$0.50
25	\$0.40	\$0.40
60	\$0.33	\$0.40
90	\$0.33	\$0.40

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SECTION 1 - PLAN L RATES AND CHARGES

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Page 7, Original

Effective:

SECTION 2 - PLAN S RATES AND CHARGES

2.1 Outbound Switched

2.1.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.1830	\$0.1830	\$0.1830

2.2 Outbound Dedicated

2.2.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.0930	\$0.0930	\$0.0930

US South Communications, Inc.
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Effective:

SECTION 2 - PLAN S RATES AND CHARGES

2.3 800 Switched

2.3.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.1830	\$0.1830	\$0.1830

2.4 800 Dedicated

2.4.1 Usage Rates

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.0930	\$0.0930	\$0.0930

US South Communications, Inc.
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SECTION 2 - PLAN S RATES AND CHARGES

2.5 Calling Card Service

2.5.1 US South Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.19

(B) Service Fee per Call: \$0.30

2.5.2 Teleoffice Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.25

(B) Service Fee per Call: \$0.30

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d/b/a US South and d/b/a INCOMM
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SECTION 2 - PLAN S RATES AND CHARGES

2.6 Directory Assistance

2.6.1 Directory Assistance, Charge Per Call: \$0.60

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SECTION 2 - PLAN S RATES AND CHARGES

2.7 Prepaid Calling Card Services

2.7.1 Usage Rates

<u>No. Units</u>	<u>Prepaid Card</u>	<u>Enhanced Prepaid Card</u>
	<u>Price Per Unit</u>	<u>Price Per Unit</u>
10	\$0.50	\$0.50
25	\$0.40	\$0.40
60	\$0.33	\$0.40
90	\$0.33	\$0.40

US South Communications, Inc.
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Effective:

SECTION 3 - PLAN C RATES AND CHARGES

3.1 Outbound Switched

3.1.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.1830	\$0.1830	\$0.1830

3.2 Outbound Dedicated

3.2.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.0930	\$0.0930	\$0.0930

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SECTION 3 - PLAN C RATES AND CHARGES

3.3 800 Switched

3.3.1 Usage Rates:

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.1830	\$0.1830	\$0.1830

3.4 800 Dedicated

3.4.1 Usage Rates

RATE PER MINUTE		
DAY	EVENING	NIGHT/WEEKEND
\$0.0930	\$0.0930	\$0.0930

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Atlanta, GA 30339
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Effective:

SECTION 3 - PLAN C RATES AND CHARGES

3.5 Calling Card Service

3.5.1 US South Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.19

(B) Service Fee per Call: \$0.30

3.5.2 Teleoffice Calling Card

(A) Usage Rates

Rate Per Minute or Fraction Thereof
\$0.25

(B) Service Fee per Call: \$0.30

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d/b/a US South and d/b/a INCOMM
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SECTION 3 - PLAN C RATES AND CHARGES

3.6 Directory Assistance

3.6.1 Directory Assistance, Charge Per Call: \$0.60

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d/b/a US South and d/b/a INCOMM
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Effective:

SECTION 3 - PLAN C RATES AND CHARGES

3.7 Prepaid Calling Card Services

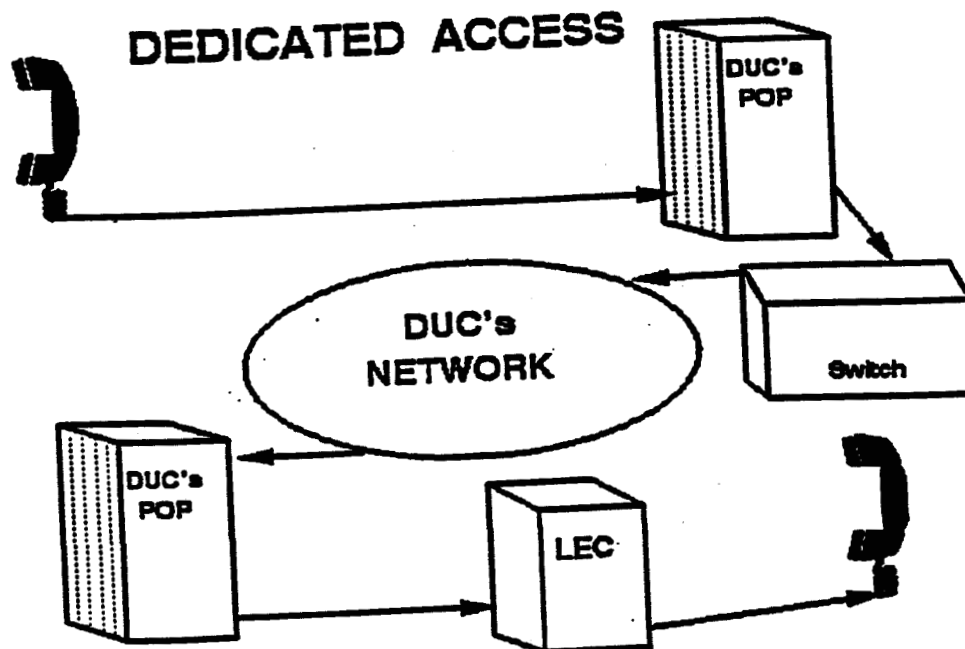
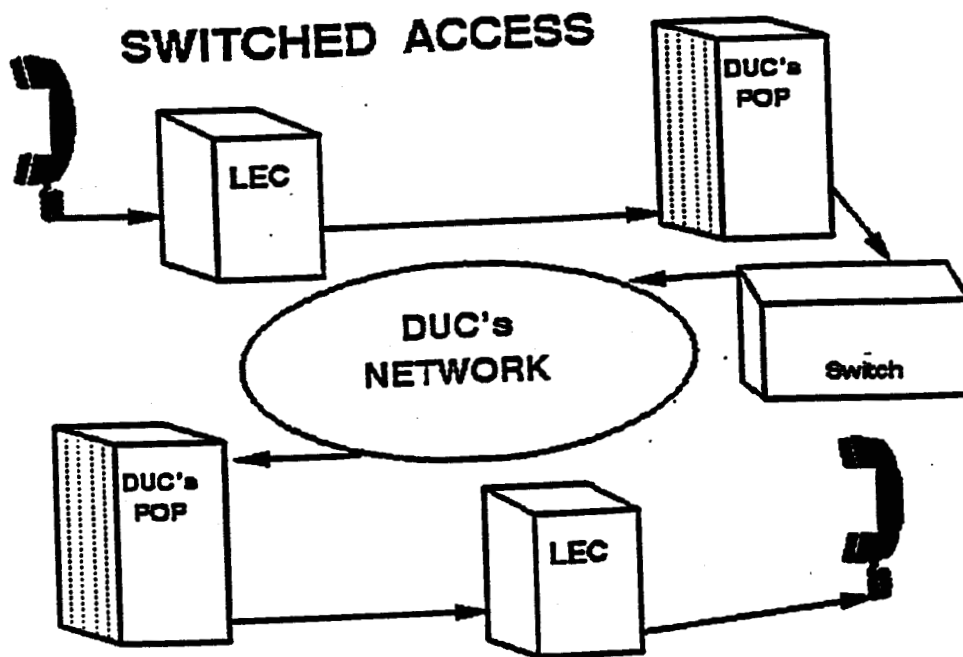
3.7.1 Usage Rates

<u>No. Units</u>	<u>Prepaid Card</u>	<u>Enhanced Prepaid Card</u>
	<u>Price Per Unit</u>	<u>Price Per Unit</u>
10	\$0.50	\$0.50
25	\$0.40	\$0.40
60	\$0.33	\$0.40
90	\$0.33	\$0.40

ATTACHMENT C.1

NETWORK DIAGRAMS

Switched Based Reseller



DUC's POP - Designated Underlying Carriers Point-Of-Presence

ATTACHMENT C.2

UNDERLYING ARIZONA CARRIERS

US South has designed service offerings which include outbound and inbound long distance services, calling card services, debit card services, and directory assistance service. With the exception of the debit card service, US South will operate as a switchless reseller. US South will utilize the existing facilities of the underlying carriers and will not construct any new facilities. US South does not own, control, operate, or manage any transmission facilities with the technological capability to provide telecommunication services within Arizona. Initially, MCI will serve as the underlying facilities based carrier. However, in the future, US South may resell services of other facilities based carriers that are authorized to operate by the Arizona Corporation Commission.

Regardless of the state of origination, the Applicant's DCS DEX 200 switch located in Atlanta, Georgia is used to switch debit card calls. A well seasoned staff of engineers, technicians, and customer service representatives provide the cornerstone of US South's service. The DCS DEX 200, utilized by the Applicant, has excellent voice quality, and data capability. In the unlikely event that a problem should arise with the DCS 200 discussed above, US South's customer service representatives, technicians, and engineers are available on an extended hour basis. The underlying carriers for debit card calls include MCI and WilTel.

Whether the customer's service is provided via the US South switch or on a switchless resale basis, calls will be originated via LEC, IXC, or CAP facilities and terminate via the facilities of the underlying carriers. Their technical ability has already been demonstrated by their prior operation in the state.

U.S. SOUTH

COMMUNICATIONS, INC

August 22, 1996

Carmen Madrid
Docket Control Center
ARIZONA CORPORATION COMMISSION
1200 W. Washington Street
Phoenix, Arizona 85007

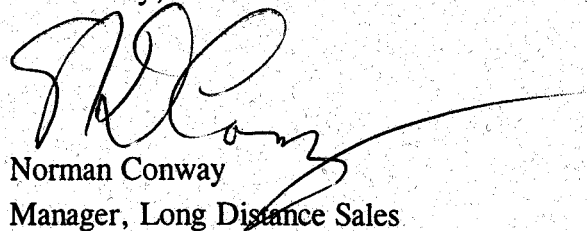
Re: Exhibit D - Replacement Financials
Application of US South Communications, Inc. d/b/a US South and d/b/a INCOMM for a
Certificate of Public Convenience and Necessity

Dear Ms. Madrid:

Enclosed are an original and ten (10) copies of Exhibit D to the Application of US South Communications, Inc. d/b/a US South and d/b/a INCOMM ("USS") for a Certificate of Public Convenience and Necessity. These new pages replace in total the proprietary Exhibit D pages included in the original application. Please destroy the original Exhibit D pages marked privileged and confidential. You will note that the new Exhibit D is not marked proprietary in any manner. So that our records will be complete, I would appreciate it if you would please date-stamp the extra copy of this transmittal letter and mail it to me in the envelope provided.

Any questions regarding this Application should be directed to Bobbi Ferguson, Sr. Consultant, Visiology, Inc., Visiology, Inc., 4960 Mountain View Parkway, Birmingham, Alabama 35244, who may be reached by telephone at (205) 980-8549.

Yours truly,



Norman Conway
Manager, Long Distance Sales

Attachments

ATTACHMENT D

CURRENT

INCOME STATEMENT

&

BALANCE SHEET

The Applicant is an S Corporation. The Applicant does not have audited financial statements for 1994 and 1995. The Applicant does not plan to audit its financial statements for the years 1994 and 1995. A company wide unaudited income statement and balance sheet for 1994 and 1995 follow.

InComm
Summary Statement of Revenues and Expenses
Twelve Months Ending December 31, 1994

REVENUE	\$ 2,021,000
COST OF SALES	1,076,000
	<hr/>
GROSS PROFIT	945,000
OPERATING EXPENSES	743,000
	<hr/>
EARNINGS FROM OPERATIONS	202,000
OTHER EXPENSES	65,000
	<hr/>
NET PROFIT	<u><u>\$ 137,000</u></u>

InComm
Statement of Assets, Liabilities & Equity
As of December 31, 1994

ASSETS:

TOTAL CURRENT ASSETS	\$ 787,000
TOTAL FIXED ASSETS	209,000
	<hr/>
TOTAL ASSETS	<u><u>\$ 996,000</u></u>

LIABILITIES AND SHAREHOLDERS EQUITY:

TOTAL CURRENT LIABILITIES	\$ 682,000
TOTAL LONG TERM LIABILITIES	206,000
TOTAL SHAREHOLDERS EQUITY	108,000
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TOTAL LIABILITIES & EQUITY	<u><u>\$ 996,000</u></u>

U.S. SOUTH COMMUNICATIONS, INC.
INCOME STATEMENT
TWELVE MONTHS ENDING DECEMBER 31, 1995
INTERNAL REPORT

REVENUE	\$ 3,046,000
COST OF SALES	<u>2,794,000</u>
GROSS PROFIT	252,000
OPERATING EXPENSES	239,000
OTHER EXPENSE / (INCOME)	<u>8,000</u>
NET PROFIT	<u><u>\$ 5,000</u></u>

U.S. SOUTH COMMUNICATIONS, INC.
BALANCE SHEET
AS OF DECEMBER 31, 1995
INTERNAL REPORT

ASSETS

CURRENT ASSETS	\$ 2,303,000
FIXED ASSETS	10,000
OTHER ASSETS	572,000
TOTAL ASSETS	<u>\$ 2,885,000</u>

LIABILITIES AND EQUITY

CURRENT LIABILITIES	\$ 377,000
LONG TERM LIABILITIES	2,508,000
TOTAL LIABILITIES	<u>2,885,000</u>
TOTAL EQUITY	<u>0</u>
TOTAL LIABILITIES & EQUITY	\$ 2,885,000